CONSULTING AGREEMENT

This agreement (the "Agreement") is entered into as of October __ 2014 (the "Effective Date") by and between C.R. Bard Netherlands Sales B.V. having its registered address at Lorentzlaan 4, 3401MX IJsselstein, Netherlands ("Bard") and with an address at UMCU, loc. AZU, Heidelberglaan 100, 3584 CX Utrecht, The Netherlands ("Consultant").

PREAMBLE

Whereas Bard is engaged in, among other things, the design, development, and selling of medical devices, and as such, periodically seeks the expertise of representative health care providers, scientists, and/or medical experts who can provide advice and consultation to Bard; and

Whereas Consultant is a gynecologist registered in the Netherlands with the Koninklijke Nederlandsche Maatschappij tot bevordering der Geneeskunst (Physicians' Council) and has the requisite medical training and experience to provide the valuable consultation and advice that Bard is contracting in this Agreement.

Consultant and Bard agree as follows:

1. <u>Services.</u> Bard hereby engages Consultant and Consultant hereby accepts Bard's engagement to provide services related to Bard's activities. The scope of this engagement is more fully set forth in **Exhibit A** attached hereto and made a part hereof (the "Services"). Bard or any affiliate of Bard may direct Consultant in the performance of the Services. The contractual relationship, contract performance, and corresponding work results shall be comprehensively documented. To this end, Consultant shall prepare periodic reports of its activities. The contractual documents shall be kept for a minimum period of two (2) years unless a longer period is required by applicable law. Consultant will remain an independent provider of training and educational services and will maintain control over clinical content and teaching methods for each preceptor session, provided however, Consultant will agree to implement those relevant teaching and presentation materials as may be prepared and provided by Bard. At no time shall Consultant discuss off-label use of a Bard product while rendering Services on behalf of Bard. Bard sponsored training sessions must incorporate Bard products, and exclude the use of competitive products indicated for the same application, unless otherwise agreed to between the parties. Except as set forth above, Bard hereby expressly acknowledges and agrees that nothing contained herein is intended to prohibit or restrict, nor shall any provision hereof be construed in a manner as prohibiting or restricting, Consultant's right to utilize, in Consultant's sole discretion, any product manufactured or service provided by any third party.

2. <u>Compensation</u>. As full and complete compensation for the performance of the Services and in consideration of the other obligations, representations and warranties made by Consultant hereunder, Bard agrees to pay Consultant the amount set forth in Exhibit A. The parties agree that the compensation paid under this Agreement (i) has not taken into account the volume or value of referrals or business generated between the parties, (ii) is not being given or accepted in exchange for an agreement, explicit or implicit, to purchase, prescribe, recommend, or otherwise influence the purchase of Bard's products, (iii) constitutes fair market value for the services rendered, and (iv) is appropriate for the Services. No additional compensation shall be paid to Consultant or to any other third party, including the Consultant's personnel, in relation to this Agreement or the Services. Payment will occur only through a bank transfer to an account that is located in the country in which the Consultant is based as specified in the preamble above and that is in the name of Consultant or Consultant's healthcare institution.

Compensation shall under no circumstances take the form of shares or any other form of participation in Bard or in the profits derived from the development or marketing of a Bard's product.

It is agreed that Bard shall be allowed to withhold from Consultant's payment any taxes, social security contributions, and/or to report payments, as required by applicable local tax laws or regulations. Consultant acknowledges and agrees that it shall be Consultant's sole obligation to report as self-employment income all compensation for services received by Consultant from Bard and to pay of all taxes and social security contributions imposed or required by applicable law that pertain to the compensation paid or reimbursements provided to Consultant. Consultant represents and warrants that he is duly registered as self-employed or has otherwise the right to receive payment of the compensation from Bard. Consultant shall provide evidence of such registration or right at Bard's request.

It is also agreed that payments will be made directly to Consultant's healthcare institution or employer if this is requested by law.

3. <u>Term</u>. Unless terminated earlier in accordance with Section 10, this Agreement shall be effective from Effective Date until the earlier of (i) the completion of the Services or (ii) twelve (12) months from the Effective Date.

4. <u>Records</u>. Consultant shall keep accurate and complete records relating to the Services. All such records, whether paper or electronic, shall be the sole property of Bard and subject to Bard's control and review at any time. Promptly upon the termination or expiration of this Agreement, all such records, whether they were prepared by Consultant solely or jointly with others, all Confidential Information (as defined below), any other property of Bard and any materials provided to Consultant by Bard, shall be turned over by Consultant to Bard.

5. <u>Representations</u> Consultant represents and warrants to Bard that:

(a) Consultant is not a party to any agreement or understanding restricting or limiting Consultant's ability to abide by the terms of this Agreement.

(b) Consultant agrees to comply with all applicable laws, rules and regulations in the country where Consultant is licensed and in the country where Consultant will be performing the Services.

(c) Consultant has reviewed Bard's Business Ethics Policy (found at http://www.crbard.com/uploadedFiles/CorpSite/About_Bard/I-1.pdf) and agrees to act in all material respects in accordance with such policy and other relevant policies that Bard may consider as applicable from time to time.

(d) nothing in this Agreement will violate any laws, rules and regulations to which Consultant is subject, including internal rules of the institution, hospital or university in which Consultant carries out Consultant's professional duties.

(e) Consultant's performance under this Agreement will not violate any laws, rules and regulations to which Consultant is subject, including internal rules of the institution, hospital or university in which Consultant carries out Consultant's professional duties.

(f) Where required by law, regulation or professional code of conduct or ethical obligation, Consultant agrees to submit, or will submit in due time, a written declaration of interest and this Agreement to any applicable official panel or body of which Consultant is a member and that may be relevant to Bard's business, in particular the relevant association(s) of physicians to which Consultant belongs.

(g) that the management of the institution, hospital or university in which Consultant normally carries out professional duties, has been duly informed of the existence of this Agreement and of the terms contained therein (including the Consultant's duties and responsibilities hereunder and the compensation set out in Section 2) and, where required by applicable law or internal rules and regulations, has marked its approval and Consultant agrees to make available to Bard the foregoing notifications and approvals on request.

(h) Consultant is duly licensed to practice medicine in the country where he resides and has received no notice threatening to suspend or revoke any such license. Consultant shall immediately notify Bard in writing in the event Consultant's license is suspended or revoked or he receives notice threatening such suspension or revocation.

(I) Consultant is not nor, without the prior written approval of Bard, will become an official or employee of any government or of any political party, or of any public international organization;

(j) Consultant is not a member of a consultative committee of a national Medicines Agency, an ethics committee, or any committees or consultative bodies of a national, regional or local health authority. Consultant shall immediately inform Bard if he is granted such membership

(k) In carrying out Consultant's responsibilities under this Agreement, Consultant shall not, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government, or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of Bard in any respect. Consultant further represents and warrants that no payment, authorization, promise, or gift of the sort described in this paragraph has been made prior to the date of this Agreement.

(l) Consultant is sufficiently qualified and experienced to provide the Services.

(m) Consultant does not have any direct economic interest or participation in, or is a member of the administration board of, Bard or any other healthcare company.

(n) Consultant shall disclose funds received from Bard in any publication or presentation of any scientific results that may result from the Services regulated in this Agreement. Consultant shall also declare that Consultant is a consultant to Bard whenever Consultant writes or speaks in public about a matter that is the subject of this Agreement or any other issue relating to Bard.

Notwithstanding any other provision of this Agreement, Bard may immediately suspend this Agreement in the event it should receive information which it determines in good faith to be evidence of a breach by you of any undertaking in this paragraph. In the event of receipt of such evidence and/or such suspension, Bard shall consult with you and may thereafter immediately terminate this Agreement if Bard, acting in good faith, is reasonably satisfied that such a breach has occurred. In the event of such termination, Bard shall have no liability to you under this Agreement for any fees, reimbursements or other compensation under this Agreement or for any other loss, cost, claim, or damage resulting, directly or indirectly, to you from such termination.

6. <u>Confidential Information</u>. Consultant acknowledges that information or materials of Bard, its affiliates or third parties will be made available to Consultant or developed by Consultant in connection with the performance of the Services ("Confidential Information"). During the term of this Agreement and thereafter, Consultant shall not: (i) disclose to any third party any of the Confidential Information; (ii) permit any third party to have access to the Confidential Information; or (iii) use the Confidential Information for any purpose other than in connection with Consultant's performance of the

Services; provided however, Consultant may disclose Confidential Information to health authorities if required by law and provided that Consultant gives prior written notice to Bard. Notwithstanding the foregoing the term "Confidential Information" shall not include any information or material that: (a) is or becomes available in the public domain through no fault of, or act or failure to act on the part of Consultant; (b) is rightfully in Consultant's possession at the time of disclosure as evidenced by Consultant's written records maintained in the ordinary course of business; or (c) is obtained by Consultant from any third party that is lawfully in possession of such Confidential Information and not in violation of any contractual or legal obligation with respect to such Confidential Information.

Consultant shall not disclose to any third party Bard's interest in the subject matter of this Agreement, the subject matter of any Services or any results obtained by or on behalf of Bard. In any event, Consultant shall subject any third party to whom he must disclose Confidential Information to the same confidentiality obligations as those to which he is subject under this Agreement. Consultant agrees to return all Confidential Information at the conclusion of the performance of the Services or at an earlier date at the request of Bard.

Consultant acknowledges that remedies at law would be inadequate to protect Bard against any actual or threatened breach of this Section 6 by Consultant, and, without prejudice to any other rights and remedies otherwise available to Bard, Consultant agrees that Bard shall be entitled to specific performance and/or an interdict, including urgent relief (in addition to any other remedy it may have at law) in the event of a breach or anticipatory breach by the Consultant of any of its obligations hereunder.

If Consultant is (i) requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose any Confidential Information, Consultant shall give Bard prompt notice of such a request so that Bard may seek an appropriate protective order or waive compliance, (ii) required to provide pharmacovigilance information to health authorities, Consultant shall give Bard prompt notice of such event and furnish only that part of information that is legally required, or (iii) compelled by a judicial or administrative proceeding or by any governmental or regulatory authority to disclose the Confidential Information, it will give Bard prompt notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information.

7. **Ownership**. Any Invention (as defined below) conceived or reduced to practice by Consultant, individually or jointly, (i) during the term of this Agreement, (ii) within one year after termination or expiration of this Agreement, if such Invention relates to a product, material or process related to the Services or (iii) which is based (in whole or in part) on or derived from Confidential Information, shall be promptly and fully disclosed to Bard and, whether or not so disclosed, shall become the property of Bard. For the purpose of this Agreement, "Inventions" shall mean any of the following that relate to the Services: inventions, discoveries, patent applications, patents, certificates of invention, trademarks, copyrightable subject matter, writings, improvements, ideas, designs, drawings, computer models, data, concepts, formulas, know how, trade secrets, test results, names, tradenames, tradedress and all materials or methods incorporating the foregoing

Consultant warrants that (i) all Inventions are or will be original creations; and (ii) Consultant shall not misappropriate the intellectual property rights of a third party in connection with the performance of the Services.

Consultant will assist Bard, during the term of this Agreement and thereafter, in the procurement, maintenance, protection, assignment, and enforcement of Bard's rights with respect to Inventions. In addition, Consultant will, upon Bard's request, promptly deliver to Bard (without further consideration but at Bard's expense) executed assignments or other instruments and do such other acts as may be deemed

necessary or desirable by Bard to protect Bard's worldwide rights with respect to any Inventions. It is understood that Consultant will take such action whenever Bard shall make such request whether during the term of this Agreement or thereafter.

8. **Independent Contractor**. Consultant's status shall be that of an independent contractor without the capacity to bind Bard. Neither Consultant nor any employee, agent or subcontractor of Consultant shall be considered an agent or employee of Bard. Without limiting the generality of the foregoing, Consultant shall have no authority to act on Bard's behalf or to commit Bard to any course of conduct, and shall make no representation to the contrary.

9. **Indemnification**. Consultant shall defend, indemnify and hold Bard and its employees, directors, officers, affiliates and agents harmless from and against any and all claims, losses, damages, liabilities, judgments, awards and costs whatsoever, including reasonable attorneys' fees and court costs and including without limitation bodily injury, death or property damages arising out of or resulting from any breach of Consultant's representations, warranties or obligations hereunder.

10. **Termination**. Bard shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to Consultant, in which case the fees payable hereunder shall be pro-rated on a performance basis. Except as provided in Section 6, if either party is in breach of any of the terms of this Agreement, the other party shall have the right to immediately terminate this Agreement upon written notice to the defaulting party specifying such breach. In addition to any other remedies available to Bard, if at the time of termination compensation previously paid to Consultant exceeds the amount owing, Consultant shall promptly refund to Bard any excess paid.

11. **Survival**. Sections 4, 5, 7, 9, 10, 11, 17 and 19 of this Agreement shall survive the termination or expiration of this Agreement.

12. **Assignment and Subcontracting**. This Agreement may not be assigned by Consultant, including by the operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and shall inure to the benefit of Consultant and Bard and its successors in interest. Consultant shall not subcontract the performance of the Services or any portion thereof to a third party without the prior written consent of Bard.

13. **Waiver**. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy undertaking or obligation of either party.

14. **Notices**. Any notice required or permitted by the Agreement shall be in writing and shall be (i) delivered personally, effective on the date of delivery, (ii) sent via overnight delivery by a nationally recognized overnight courier to be effective the day following deposit, or (iii) sent by certified or registered mail, postage prepaid, return receipt requested, to be effective three (3) days after deposit. Notices shall be addressed to the party concerned at the address set forth in the preamble of this Agreement or at such other address as such party may subsequently designate by like notice from time to time.

Any notice given to Bard shall also be given to C. R. Bard, Inc. 730 Central Avenue, Murray Hill, NJ 07974, Attn: General Counsel.

15. **Entire Agreement; Inconsistencies**. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between Bard and Consultant with respect to the matters addressed herein and can only be modified by a written amendment signed by Consultant and Bard. Notwithstanding the foregoing, the obligations of Consultant under any existing nondisclosure or confidentiality agreements with Bard shall continue. In the event of any inconsistency between the terms of this Agreement and the terms of any Exhibit attached hereto, the terms of this Agreement shall govern and prevail.

16. **No Third Party Beneficiaries**. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. **Privacy**. Bard and its affiliates shall at all times make best efforts to protect Provider's personal data. Provider agrees that Bard may store and process the personal data he has provided in connection with this Agreement and may disclose and/or transfer this data to its affiliates or to third parties, including those outside the European Union ("EU"), including the United States, where standards of data protection may not meet the requirements of the EU. Further, Bard may identify Provider as having performed the Services pursuant to this Agreement in communications to its affiliates or to third parties.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the country where Consultant resides.

19. **Stamp Duty**. Consultant shall pay any duty stamps in accordance with the laws of the country where Consultant resides and/or is licensed to practice medicine, whichever is applicable.

20. **Severance**. If a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, then (i) that portion shall be deemed to be amended to reflect the original intent of the parties to the extent permitted by law and, (ii) it shall not affect the enforceability of the remainder of this Agreement.

21. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, Bard and Consultant have executed this Agreement as of the date first above written.

	C.R. Bard Netherlands Sales B.V.
______	By: ______
Professional License Numbers and Locations:	Print Name
	Print Title: Financial Controller
______	
______	
______	

EXHIBIT A

DESCRIPTION OF THE SERVICES

will conduct trainings (workshops/proctorings) with a Bard Pelvic Floor product (NUVIA/AJUST) and will provide didactic sessions related to Bard's women's health surgery for Urologist and Gynecologists. Trainings will be intended to expand the knowledge of physicians in new pelvic floor techniques. There will be no minimum number of training sessions performed, and a maximum of 4 physician attendees at each session (given operating room space). Training will be conducted on live patients, and will be conducted at either s facility or a third party facility.

is a well-qualified surgeon and is experienced in the use of Bard products for hernia repair.

The specifics of the engagement are:

Specific Duty/Activity/Tasks	Estimated hours/days	Date(s) (If applicable)	Proposed Payment (€)/Fee Structure
Workshops	Full day	2014/2015	€ 250 per participant
Proctoring	½ day, 4 hours	2014/2015	€ 500 per ½ day
TOTAL EXPECTED FEES			€ 5.000,00